

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 9	
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">W52H09-04-A-0004</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2004JAN09</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA5</div>		
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CAC-B ELIZABETH CRAWFORD (309)782-0698 ROCK ISLAND IL 61299-7630 EMAIL: CRAWFORDE@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) <div style="border: 1px solid black; padding: 2px;">DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT AVE NW GRAND RAPIDS MI 49504-5352</div>			CODE <div style="border: 1px solid black; padding: 2px;">S2303A</div>		8. DELIVERY FOB  <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR  EXCELLENCE MANUFACTURING INC 629 IONIA AVE SW GRAND RAPIDS, MI. 49503-5148  NAME AND ADDRESS			CODE <div style="border: 1px solid black; padding: 2px;">3DU15</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
TYPE BUSINESS: Other Small Business Performing in U.S.			SCD: B PAS: NONE ADP PT: HQ0337		12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>			
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY <div style="border: 1px solid black; padding: 2px;">DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266</div>			CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.							
PURCHASE		X		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div>											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA <div style="border: 1px solid black; padding: 2px;">2004JAN09</div> SIGNED REPRINT BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$0.00</div>		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO. <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		29. D.O. VOUCHER NO.		30. INITIALS <div style="border: 1px solid black; padding: 2px;"></div>		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.									34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52H09-04-A-0004      <b>MOD/AMD</b></p>	<p align="center"><b>Page 2 of 9</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:** EXCELLENCE MANUFACTURING INC

SUPPLEMENTAL INFORMATION

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF VARIOUS CUSHIONS AND PADS TO BE USED ON THE BRADLEY, ABRAMS AND ASSORTED VEHICLES.

SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, D and E RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT THE FOLLOWING ATTACHEMENTS.

- ATTACHMENT 0001 - SECTION C
- ATTACHMENT 0002 - SECTION E
- ATTACHMENT 0003 - DOCUMENT SUMMARY LIST
- ATTACHMENT 0004 - CONTRACT DATA REQUIREMENTS
- ATTACHMENT 0005 - SECTION D, PACKAGING REQUIREMENT

2. THE GOVERNMENT WILL ONLY OFFER OPPORTUNITIES TO QUOTE AGAINST FUTURE BUYS TO THOSE CONTRACTORS WHO ARE LISTED ON THE QUALIFIED SUPPLIER LIST 04. AWARDS WILL BE BASED INITIALLY ON PRICE, HOWEVER, FUTURE AWARDS MAY CONSIDER A SUPPLIERS PAST PERFORMANCE IN REGARDS TO QUALITY AND TIMELY DELIVERY.

3. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON DATE OF CONTRACTING OFFICER'S SIGNATURE(SEE BLOCK 3 OF THIS BPA)AND ENDS 30 DECEMBER 2007. BOTH PARTIES, WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS COMPLETED AND PAID.

4. MINIMUM ORDER: NONE.

5. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

6. CALL LIMITATION

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$2,500 IF MADE VIA IMPAC CARD. WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

7. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANET PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMEIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER
- (6) QUANTITY, UNTI PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT

8. INVOICING:

PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE ORDERS, BUT THIS DOES NOT PROHIBIT CREDIT CARD ORDERS (IMPAC/VISA). FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

AN ORAL CALL USING CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL POTENTIAL METHODS OF ORDERING AND PAYMENT ON THIS CONTRACT.

9. DELIVERY AND TRANSPORTATION TERMS:

ALL DELIVERIES SHALL BE FOB DESTINATION AND OFFER THE MOST EXPEDIENT DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE FURNISHED WHEN ORDERS ARE PLACED AGAISNT THIS BPA.

10. INSPECTION AND ACCEPTANCE SHALL BE AT ORIGIN.

11. TACOM, ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MR. BRIAN SCHMIDT, MS.CAROL RIVARD OR MS ROXANNE SPURGETIS ARE THE ONLY AUTHORIZED INDIVIDUALS ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR INDIVIDUAL ORDERS UP TO \$2,500 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CREDIT CARD.

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MR. CHARLES E.SLACK (309) 782-6409 UP TO 2,500.00 PER ORDER.

MS. DANIELLE PORTER (309) 782-0963 UP TO 2,500.00 PER ORDER.

12. VARIATION IN QUANTITY (FAR 52.212-9). THE PERMISSION VARIATION SHALL BE LIMITED TO

0% INCREASE

0% DECREASE

13. THIS BPA INCORPORATES CLAUSES BY REFERENCE AND IN FULL TEXT.

\*\*\* END OF NARRATIVE A 001 \*\*\*

THE PURPOSE OF THIS PSUEDO MODIFICATION IS TO CORRECT THE EFFECTIVE AND SIGNATURE DATE FROM 2003JAN09 TO 2004JAN09.

\*\*\* END OF NARRATIVE A 002 \*\*\*

Name of Offeror or Contractor: EXCELLENCE MANUFACTURING INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
SEE ATTACHEMENT 001 SECTION C.			
(CS6100)			
2	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
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SEE ATTACHMENT 2, SECTION E

(End of clause)

(EF6002)

3	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

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**Name of Offeror or Contractor:** EXCELLENCE MANUFACTURING INC

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is crawforde@ria.army.mil The data fax number for submission is 309 782-1098, ATTN: Elizabeth A. Crawford.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
3	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
4	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
5	52.232-18	AVAILABILITY OF FUNDS	APR/1984
6	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
8	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
9	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
10	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
11	252.225-7013 DFARS	DUTY-FREE ENTRY	JAN/2004
12	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - ALTERNATE I	APR/2003
13	252.232-7009 DFARS	MANADATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	JUL/2000
14	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2004

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

15	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)



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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	ATTACHMENT 1 SECTION C			
Attachment 002	ATTACHMENT2 SECTION E			
Attachment 003	ATTACHMENT 3 DOCUMENT SUMMARY LIST			
Attachment 004	ATTACHMENT 4 CDRL			
Attachment 005	ATTACHMENT 5 PACKAGING INSTRUCTIONS			